

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

In the matter of:)	
Sprint Communications Company L.P.)	
)	
Petition for Arbitration Pursuant to Section 252(b) of)	D.T.E. 00-54
the Telecommunications Act of 1996 to Establish a New)	
Interconnection Agreement with Verizon)	
Massachusetts)	
)	

ASSENTED TO MOTION FOR EXTENSION OF TIME

Verizon New England Inc., d/b/a Verizon Massachusetts (“Verizon MA”) hereby files this motion for an extension pursuant to 220 CMR 1.02(5). In support of its motion Verizon MA states as follows:

(1) On December 11, 2000, the Department entered a written decision and order addressing the issues that were the subject of arbitration in this docket. *See* Decision and Order, *Petition of Sprint Communications L.P., Pursuant to Section 252(b) of the Telecommunications Act of 1996, for Arbitration of An Interconnection Agreement Between Sprint and Verizon-Massachusetts*, D.T.E. 00-54 (December 11, 2000) (“Arbitration Decision”).

(2) In the Arbitration Decision, the Department ordered the parties to incorporate the Department’s determinations set forth therein into a final interconnection agreement containing both the negotiated and arbitrated terms and conditions and file that final interconnection agreement pursuant to Section 252(e)(1) of the Telecommunications Act of 1996 within 21 days. *See Arbitration Decision* at 22-23.

(3) Sprint subsequently filed a motion seeking reconsideration of the Arbitration Decision. In a decision dated May 3, 2001, the Department addressed Sprint’s motion and

directed the parties to file a final interconnection agreement pursuant to Section 252(e)(1) of the Telecommunications Act of 1996 within 21 days.

(4) Following the Arbitration Decision and since the Department's May 3, 2001 decision on Sprint's Motion for Reconsideration, the parties have worked diligently to prepare the final interconnection agreement and continue to do so. However, the parties need additional time beyond the current deadline (June 25, 2001) to work out the details of certain language and to resolve certain issues which have arisen in the course of finalizing the interconnection agreement. A summary of the principal outstanding issues are identified in the attached Exhibit A.

(5) Counsel for Sprint Communications L.P. has expressly authorized Verizon MA to represent that Sprint assents to this motion.

WHEREFORE, for all of the foregoing reasons, Verizon MA respectfully requests that the Commission grant its motion for an extension of the due date for its filing of the above referenced final interconnection agreement to July 25, 2001.

Respectfully submitted,

VERIZON NEW ENGLAND INC.
d/b/a VERIZON MASSACHUSETTS

By its attorneys,

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TERMS AND CONDITIONS

1. Sec. 3.0: TERM OF AGREEMENT (2 YEARS vs. 3 YEARS)
2. Sec. 12: REVISIONS TO PERFORMANCE PROVISION TO REFLECT ADOPTION OF VERIZON MASSACHUSETTS PERFORMANCE ASSURANCE PLAN
3. Secs. 24.11.2 & 24.11.3: REVISIONS TO PART IV RATES TO REFLECT DTE OR FCC RATE REVISIONS AND TARIFF RATE REVISIONS

RESALE

4. Sec 8.0: SCOPE OF RESALE SERVICES

PART II UNE

5. Sec. 1.2.11, Sub-Loop: INCORPORATION OF DTE MA 17 TARIFF PROVISIONS
6. Sec. 1.2.12, Dark Fiber: INCORPORATION OF DTE MA 17 TARIFF PROVISIONS
7. Sec. 1.7.1(a): VERIZON RESERVATION WITH REGARD TO WHETHER UNES LISTED IN THE AGREEMENT ARE UNES IT IS OBLIGATED TO PROVIDE UNDER APPLICABLE LAW
8. Sec. 1.7.4: METHODS AND POINTS FOR ACCESSING UNES
9. Sec. 1.14, Spectrum Management: SPECTRUM MANAGEMENT FOR NON-DSL TECHNOLOGIES

Part III Collocation

10. Sec. 2.3: COLLOCATION BY VERIZON AT SPRINT PREMISES FOR NETWORK INTERCONNECTION*

Part V Interconnection

11. Section 1.2.4: VERIZON RESERVATION OF RIGHTS ON GEOGRAPHICALLY

RELEVANT INTERCONNECTION POINTS*

12. Sec. 1.2.6.15: PERMITTED TYPES OF TRAFFIC ON TWO-WAY TRUNKS

13. Section 1.2.6.18: VERIZON RESERVATION OF RIGHTS ON GEOGRAPHICALLY

RELEVANT INTERCONNECTION POINTS FOR TWO-WAY TRUNKS*

14. Sec. 1.3.9: NON-DISTANCE SENSITIVE ENTRANCE FACILITY*

15. Sec. 1.5.3: NON-DISTANCE SENSITIVE ENTRANCE FACILITY*

16. Sec. 2.6 & 2.7 (and other affected provisions of the Agreement): REVISIONS TO
REFLECT THE FCC's INTERNET RECIPROCAL COMPENSATION ORDER

Definitions

17. Local Traffic: REVISIONS TO REFLECT THE FCC's INTERNET RECIPROCAL
COMPENSATION ORDER